



SPECIAL EVENT PERMIT FILMING

**CITY OF ALAMEDA - PERMIT CENTER
2263 SANTA CLARA AVENUE, ROOM 190
ALAMEDA CA 94501
510-747-6800 ph 510-747-6804 fax**

PERMIT PROCESSING TIMES:

Ten (10) Business Days	Traffic Control/Street Closure
Four (4) Business Days	Stunts/Pyrotechnics
Two (2) Business Days	No Traffic Control Required

Attached is an application form for authorization to temporarily encroach into the public right-of-way for the purpose of filming. Included with this application is a list of General Conditions that apply to your activity. Please review these conditions. A sample W-9 form from the City is also attached for informational purposes. Please call 510-747-6800 if you have any questions.

REQUIRED MATERIAL FOR FILMING PERMIT

1. **Filming Permit Application Form.** Application must be completed in blue or black ink only and include scope of filming such as set-up/filming/break-down times, type of filming activity, meal break location and approximate number of people at film site.
2. **Indemnity and Hold Harmless Agreement.** The City must be indemnified against any and all property damage and/or bodily injury which may occur. The applicant assumes all responsibility. Only one of the two provided forms needs to be filled out. If you are filming at Alameda Point, please use the appropriate form.
3. **Certificate of Insurance and an Endorsement for General Liability Coverage** naming the City of Alameda as Additional Insured in the amount of \$1 million for the duration of the activity (see attached examples). Applications will be returned if required Endorsement is not provided.
4. **Notification of Event & Flyer** with signatures, addresses and phone numbers of all residences and commercial properties within 300 feet of the filming site. Also include request for permission to park production vehicles in front of residential and commercial properties along with release/permission to use the filming site (Does not apply to filming activities at Alameda Point.)
5. **Diagram Map of the Event** with Traffic and/or Pedestrian Control and Reroute Plan for any and all partial or full street and/or sidewalk closures.
6. **Required Signature Page from Police Department** . Please note that if you are filming at Alameda Point you will also need the required signature from the Property Management Company.
7. **Required Deposit.** All associated charges for this permit will be made against this deposit. Balance of unused deposit will be refunded to payee after completion of filming and all associated activities and only upon completion and return of original Request for Refund Form. (*Faxed Refund Request Forms will not be accepted and will not expedite the refund process*).

Return all items listed above to the Permit Center, 2263 Santa Clara Avenue, Room 190, Alameda, CA 94501 (8:00 am to 4:00 pm Monday-Friday, and from 8:00 am to 2:30 pm on Thursdays). A Permit Technician will accept your material for submittal, collect the deposit and forward your application to the appropriate City departments for review. After all City department approvals are received, you will be contacted by the Permit Center to pick up your approved Filming Permit. ***Please Note: It is mandatory that the Conditions of Approval be signed prior to the commencement of filming activities.***



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2263 SANTA CLARA AVENUE, ROOM 190
ALAMEDA CA 94501
510-747-6800 ph 510-747-6804 fax**

SCHEDULE OF FEES

*Non-Profit/Still Photography – no street closure	\$250.00 deposit plus Time and Materials
*Non-Profit/Still Photography – street closure	\$1,500.00 deposit plus Time and Materials
All Others – no street closure	\$500.00 deposit plus Time and Materials
All Others – street closure	\$1,500.00 deposit plus Time and Materials
All Others – bridge closure	\$2,500.00 deposit plus Time and Materials

**CHARGES ARE DETERMINED BY EACH DEPARTMENTS'S REVIEW TIME PLUS
DAILY RATES OF:**

Day One	\$67.00 per day
Day Two to Day Fifteen	\$31.00 per day
Day Sixteen onward	\$14.50 per day

Rental of City Property, if needed, to be determined at time of rental.



DATE _____
 PERMIT NO. _____
 FEES PAID _____
 ENCROACHMENT PERMIT NO. _____

PHOTOGRAPHY/FILMING PERMIT APPLICATION

Company: _____ Project Title: _____
 Address: _____ Production Type: _____
 _____ Location Manager: _____
 _____ Production Manager: _____
 Phone: _____ Other Contract: _____

DATE	TIME	LOCATION and ACTIVITY

Total Personnel: _____ Total Vehicles/Equip: _____ Generator: _____ Cars: _____
 Trucks: _____ Motor Homes: _____ Other: _____
 Pyrotechnics: _____ Special Effects Permit No.: _____
 Pyrotechnician: _____ License No.: _____
 Police required: _____ Fire required: _____ Other required: _____
 Attachments: _____

DATE _____
PERMIT NO. _____**GENERAL CONDITIONS – FILM PERMIT**

Please review the following list of General Conditions for filming in the City of Alameda. By signing this application, applicant(s) agrees to abide by these conditions. Upon approval by the Permit Center, the applicant(s) will become Permittee(s).

1. Applicant(s) agrees to submit a **Certificate of Insurance** and **an Endorsement** for General Liability coverage, naming the City of Alameda as an Additional Insured in the amount of \$1 million for the duration of the activity with this permit application. Name location, and date of activity must be clearly stated on Certificate. For additional information regarding this requirement, please contact Darrel Handy, Risk Manager at 510-747-4761. The City must be indemnified against any and all property damage or bodily injury which may occur. (Applicant assumes all responsibility.) Sample forms are attached to this application.
2. Permittee(s) agrees to leave no debris at film site or adjacent areas. Permittee(s) is responsible for the cleanup of all litter and debris associated with this event and should make certain that a sufficient number of garbage receptacles are available.
3. The Permittee(s) agrees that the City shall have the privilege of inspecting the premises covered by this permit at any or all times.
4. The Permittee(s) agrees that this permit shall not be assigned and used only for the permitted activity and location.
5. The Permittee(s) agrees that the City may terminate this permit at any time if Permittee(s) fails to perform any covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.
6. The Permittee(s) agrees that the Permittee(s), its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City.
7. Permittee(s) agrees that no alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.
8. Permittee(s) will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin or physical handicap.
9. Permittee(s) agrees to comply with the terms and conditions contained in the attached Exhibit(s), if any, which terms and conditions are by this reference made a part thereof.

DATE _____
PERMIT NO. _____**GENERAL CONDITIONS – FILM PERMIT (Continued)**

10. The Permittee(s) agrees to comply with all the rules and regulations of the facility or institution subject to this permit.
11. Permittee(s) agrees to keep this permit on site at all times.
12. Permittee(s) agrees to contact the Permit Center for direction in posting “No Parking” signs and for the use of Parking Meters and non-metered space.
13. Permittee(s) agrees to maintain a fire access lane (minimum width = 20 feet) clear at all times.
14. Permittee(s) agrees to maintain clearance around all gates and fire department connections.
15. Permittee(s) agrees that any and all barricades must be moveable by one or two persons.
16. Permittee(s) agrees to park in designated areas only (no parking in red zones or in front of fire hydrants).
17. Permittee(s) agrees that all statements made on this application are true and that no misrepresentations as to materials facts have been made.
18. Permittee(s) agrees that this event is subject to noise regulations, Alameda Municipal Code Article II.
19. Permittee(s) agrees the no pollutants, including garbage, debris or wash waters, are discharged to the City’s storm sewer system (including gutters, curbs, and storm drains.) Permittee(s) agrees to incorporate best management practices (BMP’s) to prevent illicit discharges. Contact Public Works, Environmental Services, at 510-749-5840 for further details regarding BMP’s.
20. Permittee(s) agrees that temporary wiring shall comply with Article 305 of the California Electrical Code.
21. Permittee(s) agrees that recycling in the City of Alameda is mandatory. Arrangements shall be made to have adequate solid waste and recycling services as a condition of this permit. Contact Alameda County Industries for Solid Waste and Recycling Services at 510-483-1400.
- 22.* Permittee(s) agrees to arrange for off-street parking for production crew’s personal vehicles (preferably in non-residential area).
- 23.* Permittee(s) agrees to arrange for off-site location for all meal breaks.

DATE _____
 PERMIT NO. _____

GENERAL CONDITIONS – FILM PERMIT (Continued)

- 24.* Permittee(s) agrees to submit with the application a petition providing the following information, signed by all residents within 300 ft. of the film site, indicating they have no objections to the filming (include addresses). (Not applicable for filming at Alameda Point.)
- a) Proposed dates to shoot film.
 - b) Proposed hours filming will take place.
 - c) Permission to park production vehicles in front of homes (list specific addresses, hours no parking of private vehicles will be enforced).
 - d) Indicate approximate number of people to be at film site.
 - e) A statement indicating that no debris will be left at location site or adjacent areas.
 - f) A statement that meal breaks will not be taken at film site.
 - g) Notice of potential noise disturbance (i.e., unloading of various equipment, operation of electrical equipment, etc.)
 - h) Notice that film site will be patrolled by security personnel.

Conditions marked with an asterik (*) do not apply to film locations at Alameda Point.

Company Representative: _____

Representative of: _____

Date: _____

FOR OFFICE USE ONLY

Application for Filming within the City of Alameda is hereby APPROVED.

PERMIT CENTER

BY: _____ Date: _____

Greg McFann
 Building Official



“Dedicated to Excellence, Committed to Service”

REQUEST FOR REFUND OF DEPOSIT – FILMING PERMIT

- Please submit **ORIGINAL** Refund Form to Permit Center for processing.
 -Date Faxed copies will not be accepted and will not initiate or expedite the refund process.

Permit No. _____

Title of Project _____

Contact Person _____

Phone Number _____

This will verify that all filming and associated activities for the above-referenced permit and project have been completed as of _____.

All No Parking signs for this project have been removed *(if applicable)* _____
(initial)

Please refund any unused deposit. Thank You.

 -Signature

 -Date

 -Print Name

-Mailing Address for Refund:

Return ORIGINAL form to:

City of Alameda Permit Center
 2263 Santa Clara Avenue, Room 190
 Alameda CA 94501

CITY OF ALAMEDA INDEMNITY AND HOLD HARMLESS AGREEMENT
--

whose address is _____

(hereinafter "Indemnitor") in consideration of

_____ agrees

to the following terms and conditions:

Indemnitor shall defend, indemnify and hold harmless the City of Alameda, the Community Improvement Commission, its City Council, Boards and Commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit of outcome of any such claim or suit arising from or in any manner connected to the event, services, or work conducted or performed pursuant to this Agreement and Permit.

Indemnitor shall defend, indemnify and hold harmless the CIC, the City of Alameda, its City Council, Boards and Commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms or corporations, furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement and Permit.

By the signature below, Indemnitor agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition herein.

The signatory below warrants that he/she is authorized by the Indemnitor to execute on its behalf this Indemnity and Hold Harmless Agreement.

INDEMNITOR:

Date: _____

By: _____

Print Name: _____

Title: _____

CITY OF ALAMEDA ALAMEDA POINT INDEMNITY AND HOLD HARMLESS AGREEMENT
--

whose address is _____

(hereinafter "Indemnitor") in consideration of

_____ agr

ees to the following terms and conditions:

Indemnitor shall defend, indemnify and hold harmless the United States Department of the Navy, the Alameda Reuse and Redevelopment Authority, the Community Improvement Commission, the City of Alameda, its City Council, Boards and Commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merit of outcome of any such claim or suit arising from or in any manner connected to the event, services, or work conducted or performed pursuant to this Agreement and Permit.

Indemnitor shall defend, indemnify and hold harmless the United States Department of the Navy, the Alameda Reuse and Redevelopment Agency, the Community Improvement Commission, the City of Alameda, it's City Council, Boards and Commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms or corporations, furnishing or supplying work, services, materials, equipment or supplies arising from or in any manner connected to the services or work conducted or performed pursuant to this Agreement and Permit.

By the signature below, Indemnitor agrees that it has read this Indemnity and Hold Harmless Agreement and accepts and agrees to each and every term and condition herein.

The signatory below warrants that he/she is authorized by the Indemnitor to execute on its behalf this Indemnity and Hold Harmless Agreement.

INDEMNITOR:

Date: _____

By: _____

Print Name: _____

Title: _____



CITY OF ALAMEDA INSURANCE REQUIREMENTS

For all designated coverages, the City of Alameda requires a **certificate of insurance signed by the party authorized by the insurance company to bind the company to the coverage shown, as well as an additional insured endorsement to the policy.**

Sample Information:

1) Certificate of Insurance (sample attached)

Designated Insurance Requirements:

General Liability: \$1,000,000.00
Company Rating: A.M. Best "A" or better.

Provide City thirty (30) advanced written days in advance written notice of cancellation, nonrenewal, or reduction in limits or coverage including the name of the contract or event.

Signed by the party authorized by the insurance company to bind the company to the coverage shown.

Other insurance coverages may be required based on the type of contract and scope of services.

2) Endorsement to the Policy (sample attached)

The Endorsement must name the "City of Alameda, its Council, Officers, Employees, Volunteers, Boards and Commissions" as additional insureds. Include the policy number and type of policy coverage. The endorsement must be a separate document. **A statement included on the certificate, that the City is an additional insured, is not sufficient.**

If your activity involves **Alameda Point Property**, the endorsement must name "The United States Department of the Navy, Alameda Reuse and Redevelopment Authority, City of Alameda, Alameda Power and Telecom, Alameda Housing Authority and Community Improvement Commissions, their respective Boards, Commissions, Officers, Employees, Agents, and Volunteers" as additional insured. Include the policy number and type of policy coverage. The endorsement must be a separate document. **A statement included on the certificate, that the City is an additional insured, is not sufficient.**

3) **The Certificate of Insurance and Endorsement must be included with the permit application time of submittal.**

Thank you for your cooperation.



CITY OF ALAMEDA
MONITORED BICYCLE PARKING REQUIREMENTS
(EVENTS WITH GREATER THAN 100 PARTICIPANTS)

1. Organizers should reserve space for bike parking commensurate with at least 5% of the total expected crowd. Expect a greater need for bicycle parking (10%) at any event located on Recreation and Park property.
2. In parking bicycles, an average length of 6' and width of 1 ¾ ' should be reserved for a single bike.
3. Bicycle parking should be within sight of a regular entrance to the event (maximum of a one block radius). This can include car garages, schoolyards, parking lots, or on-street parking.
4. Valet parkers must handle the parking and return of bicycles. Bicycles should be returned upon receiving a claim check to ensure the same bicycles are returned that were left. Valet parkers should record the number of bicycles parked at the event and provide that number to the event sponsor in order to estimate the amount of space needed for the following year's event.
5. Bicycle parking should be monitored at all times by someone approved by the event sponsor.
6. Hours of operation of the secured attended bicycle parking must be at least the same hours as the event.
7. The sponsor shall be financially responsible for the secured attended bicycle parking in the event that bicycles are damaged or stolen.
8. Bicycle parking information must be provided whenever any kind of transportation or directional information is advertised for the event, in the same format and with equal amount of space. All events must indicate the location of the secured attended parking facilities and all event personnel must be aware of the location.

Should any unique circumstances arise in relation to the bicycle parking for a particular event, the applicant should contact the Alternative Transportation Modes Program Specialist with the Public Works Department of the City of Alameda at 510-749-5840.

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Alameda
 2263 Santa Clara Ave
 Alameda CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented by you.

SCHEDULE

Name of Person or Organization:

City of Alameda, its City Council,
Boards and Commissions, Officers
And Employees
City Hall, Alameda, CA 94501

-- or --

U.S. Department of the Navy,
Alameda Reuse & Redevelopment
Authority, City of Alameda,
Alameda Power & Telecom,
Alameda Housing Authority,
Community Improvement
Commission, their respective
Boards, Commissions, Officers,
Employees, and Agents
City Hall, Alameda, CA 94501

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2:

Name (as shown on your income tax return)
CITY OF ALAMEDA

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☒ Other **Govt.** ☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
2263 SANTA CLARA AVENUE

City, state, and ZIP code
ALAMEDA, CA 94501

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
9	4	6	0	0	0	2	8	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

Plauda J. Ambler

Date

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,